

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION

UCHI RESTAURANTS GROUP, INC.,

Plaintiff,

v.

JOHNNY HOANG, and BLUEBONNET  
SUSHI LLC,

Defendants.

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1:24-CV-1288-RP

**ORDER**

Before the Court is the report and recommendation from United States Magistrate Judge Dustin Howell concerning Plaintiff Uchi Restaurants Group, Inc.’s (“URG”) Motion for Default Judgment, (Dkt. 30). (R. & R., Dkt. 36). Pursuant to 28 U.S.C. § 636(b) and Rule 1(d) of Appendix C of the Local Rules of the United States District Court for the Western District of Texas, Judge Howell issued his report and recommendation on June 13, 2025. (*Id.*). As of the date of this order, no party has filed objections to the report and recommendation.

Pursuant to 28 U.S.C. § 636(b), a party may serve and file specific, written objections to a magistrate judge’s proposed findings and recommendations within fourteen days after being served with a copy of the report and recommendation and, in doing so, secure de novo review by the district court. When no objections are timely filed, a district court can review the magistrate’s report and recommendation for clear error. *See* Fed. R. Civ. P. 72 advisory committee’s note (“When no timely objection is filed, the [district] court need only satisfy itself that there is no clear error on the face of the record in order to accept the recommendation.”).

Because no party has filed timely objections, the Court reviews the report and recommendation for clear error. Having done so and finding no clear error, the Court accepts and adopts the report and recommendation as its own order.

Accordingly, the Court **ORDERS** that the Report and Recommendation of the United States Magistrate Judge, (Dkt. 36), is **ADOPTED**. URG's Motion for Default Judgment, (Dkt. 30), is **GRANTED. IT IS ORDERED** that URG is awarded actual damages in the amount of \$164,295, attorneys' fees in the amount of \$28,921.95, and costs in the amount of \$1,657.02. **IT IS FURTHER ORDERED** that URG is awarded prejudgment and post-judgment interest at a rate of 8.50% per annum from August 23, 2024, to the date of entry of this default judgment.

**IT IS FURTHER ORDERED** that URG's request for permanent injunctive relief is **GRANTED**. Specifically, Defendants are permanently enjoined and restrained from:

- a) Further breaching, or inducing any further breach of, any provision of that certain written agreement between URG, Hoang, and Lakeside Tokyo LLC titled "Confidential Settlement Agreement" and dated March 6, 2020;
- b) Using, registering, attempting to register, or assisting any other person or entity in using, registering, or attempting to register, anywhere, any names or marks which incorporate the word "UCHI" or any variations or foreign equivalents thereof (1) as trademarks or to otherwise identify or distinguish Hoang's, Bluebonnet's, or any third party's respective goods, services, businesses, or vocations in the food, beverage, and/or hospitality industries (including, for example, restaurants, bars, food products, and beverages), or (2) as all or part of the name of the "Uchi Sushi & Hibachi" restaurant located at or about 1521 N. Causeway Blvd., Metairie, Louisiana 70001 ("Metairie Restaurant"), the "Uchi Sushi Hibachi & Vietnamese Noodles" restaurant located at or about 3001 Ormond Blvd., Destrehan, Louisiana 70047 ("Destrehan Restaurant"), the "Uchi Sushi" (a/k/a "Uchi Sushi & Hibachi") restaurant located at or about 5454 Bluebonnet Blvd., Suite P, Baton Rouge, Louisiana 70809 ("Baton Rouge Restaurant"), and/or any other restaurant or bar that Hoang and/or Bluebonnet owns, controls, manages, or operates, in whole or in part; and

- c) Engaging in any activities, or publishing any statements, representations, or depictions, that suggest Hoang, Bluebonnet, or any of their respective goods, services, businesses, or vocations are affiliated with, connected with, associated with, originate from, sponsored by, or approved by URG, any of URG's affiliated companies, any of URG's licensees or successors-in-interest, or the UCHI Mark.

**IT IS FINALLY ORDERED** that Defendants are permanently enjoined and required to immediately do the following at their own expense under 15 U.S.C. §§ 1116(a) and 1118:

- a) Permanently disable, remove, or otherwise take down all websites and social media pages that are used, or have been used, to promote the Metairie Restaurant, the Destrehan Restaurant, the Baton Rouge Restaurant, and/or any other restaurant(s) that Hoang and/or Bluebonnet owns, controls, manages, or operates, in whole or in part, including: (i) the website located at <https://uchisushiandhibachi.com>; (ii) the LinkTree page located at <https://linktr.ee/UchiSushiBR>; (iii) the TikTok page located at <https://www.tiktok.com/@uchisushibr>; (iv) the Facebook page located at <https://www.facebook.com/p/Uchi-Sushi-Baton-Rouge-61562856189238/>; and (v) the Instagram page located at <https://www.instagram.com/UchiSushi.BR/>;
- b) Transfer to URG all domain names in the possession, custody, or control of Hoang, Bluebonnet, their respective officers, agents, servants, and employees, and/or those in active concert or participation with any of them that include the word "UCHI" or any variations or foreign equivalents thereof (including the domain name UchiSushiAndHibachi.com), and, in connection therewith, to contact, coordinate, and cooperate with URG (c/o URG's attorneys of record or such other persons as URG may direct in writing) to accomplish those domain name transfers;

- c) If Hoang, Bluebonnet, their respective officers, agents, servants, and employees, or those in active concert or participation with any of them do not comply with the above-described domain name transfer requirement, then their domain name registrar(s) shall coordinate and cooperate with URG (c/o URG's attorneys of record or such other persons as URG may direct in writing) to accomplish those domain name transfers at Hoang's and Bluebonnet's expense;
- d) Deliver up to URG or destroy all signs (interior and exterior), menus, advertisements and other marketing materials, labels, packaging, and wrappers, as well as all plates, molds, matrices, and other means of making the same, that include the word "UCHI" or any variations or foreign equivalents thereof which are in the possession, custody, or control of Hoang, Bluebonnet, their respective officers, agents, servants, and employees, and/or those in active concert or participation with any of them; and
- e) Deliver up to URG, destroy, or reprogram all credit card terminals and other electronic devices in the possession, custody, or control of Hoang, Bluebonnet, their respective officers, agents, servants, and employees, and/or those in active concert or participation with any of them that are programmed to print the word "UCHI" or any variations or foreign equivalents thereof on any customer receipts, invoices, letterhead, stationary, business cards, displays, and other outputs.

The Court will enter final judgment by separate order.

**SIGNED** on July 1, 2025.



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ROBERT PITMAN  
UNITED STATES DISTRICT JUDGE